REQUEST FOR PROPOSAL PACKET

Allegan County
3283 122nd Ave
Allegan, MI 49010

Fitness Center Equipment Replacement Services
Project #16005-17

This request for proposal packet incorporates the following documents:

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Key Dates
Request for Proposals issued ............................................................................................. May 23, 2017
Optional Pre-Bid Meeting .................................................................................................... 10:00 AM on June 1, 2017
Deadline for Questions to be submitted ............................................................................. 3:00 PM on June 1, 2017
Deadline for County’s response to questions ..................................................................... 5:00 PM on June 5, 2017
Due date for proposals ......................................................................................................... 3:00 PM on June 14, 2017
Bid Opening ......................................................................................................................... 4:00 PM on June 14, 2017
Contractor’s Acceptance of County Contract Agreement

The following pages contain Allegan County’s proposed contractual Agreement with standard language adapted for the products and services being requested. Please indicate your acceptance of this Agreement by checking one of the boxes and completing the associated instructions.

As a prospective Contractor submitting a proposal for RFP#16005-17 Fitness Center Equipment Replacement Services, our firm accepts Allegan County’s Agreement:

☐ As proposed. Please sign the contract Agreement on page 8 so it is ready to be accepted should the County wish to award this Contract to your firm.

☐ As proposed with additional agreements, terms and conditions. Please sign the contract Agreement on page 8 so it is ready to be accepted by the County should your firm’s additional agreements, terms and conditions be acceptable to the County and the County wishes to award this Contract to your firm. Please reference the additional agreements, terms and conditions on the lines below and include them as attachments to your proposal.

☐ With changes. Do not sign the Agreement on page 8. Note on the lines below or attach a separate sheet(s) detailing any changes to the Agreement that you are seeking. These terms may be negotiated and incorporated (directly or by reference) into a revised Agreement should the County wish to award this Contract to your firm. Should a mutual understanding be reached, this revised Agreement will be sent to your firm for signature and returned to the county for approval.

☐ With changes and additional agreements, terms and conditions. Do not sign the Agreement on page 8. Note on the lines below or attach a separate sheet(s) detailing any changes to the Agreement that you are seeking. Also reference the additional agreements, terms and conditions on the lines below and include them as attachments to your proposal. These additional agreements, terms and conditions may be negotiated and incorporated (directly or by reference) into a revised Agreement should the County wish to award the Contract to your firm. Should a mutual understanding be reached, this revised Agreement will be sent to your firm for signature and returned to the County for approval.
Fitness Center Equipment Replacement Services Agreement

This Agreement ("Agreement") is made by and between Allegan County, 3283 122nd Avenue, Allegan, Michigan 49010 ("County") and

Contractor Name: ____________________________________________

Contractor Address: __________________________________________

("Contractor"). The parties agree as follows:

1. **Contractor Services**
   Contractor will provide to County the services, and products and supplies as described in Attachment A subject to the terms and conditions set forth in this Agreement.

   Contractor warrants to County that the services to be provided under this Agreement will be of the kind and quality that meet generally accepted standards and will be performed by qualified personnel. Contractor further warrants to County that all products and supplies used in conjunction with the services provided under this Agreement will be new and of acceptable quality and quantity to County.

2. **Payment**
   County will pay Contractor for the services described in Attachment A based on the pricing provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence. Payment will be provided within thirty (30) days following receipt of invoice commensurate with satisfactory performance.

3. **Termination of Agreement**
   County may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty (30) days’ written notice to Contractor.

4. **Insurance Requirements**
   Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to County.

   Insurance policies will not contain endorsements or policy conditions which reduce coverage provided to County. Contractor will be responsible to County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

   A. **Worker’s Compensation Insurance**: Contractor shall procure and maintain during the life of this Agreement, Worker’s Compensation Insurance, including Employers’ Liability Coverage
either in accordance with all applicable statutes of the State of Michigan or have the State of Michigan listed under Section 3 - Other States Insurance in the Contractor’s insurance policy.

B. **Commercial General Liability Insurance**: Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability of not less than $1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

C. **Motor Vehicle Liability Insurance**: Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than $1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. **Additional Insured**: Commercial General Liability Insurance as described above, shall include an endorsement stating the following shall be additional insureds: “Allegan County, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.” It is understood and agreed by naming Allegan County as additional insured, coverage afforded is considered to be primary and any other insurance Allegan County may have in effect shall be considered secondary and/or excess.

E. **Cancellation Notice**: Worker’s Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: “It is understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Allegan County Administrator, 3283 122nd Avenue, Allegan, MI 49010.” If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and County may terminate this Agreement immediately.

F. **Proof of Insurance Coverage**: Upon execution of this contract and at least (10) business days prior to commencement of services under this Agreement, Contractor shall provide County with a copy of their Worker’s Compensation, Commercial Liability and Vehicle Liability certificates of insurance evidencing the required coverage and endorsements.

Should the need arise, County reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

No payments will be made to Contractor until current certificates of insurance have been received and approved by County. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates to County at least ten (10) days prior to the expiration date.

5. **Reporting and Review**
Contractor will report to County as described in Attachment A and also upon request, and will cooperate and confer with County as necessary to ensure satisfactory work progress and
performance. All documents submitted by Contractor must be dated and bear the contractor’s name. All reports made in connection with Contractor’s services are subject to review and final approval by County. County may review and inspect Contractor’s activities during the term of this Agreement. After reasonable notice to Contractor, County may review any of Contractor’s internal records, reports or insurance policies.

6. **Indemnification**
To the fullest extent permitted by law, Contractor will hold harmless, defend and indemnify County and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor’s own employees, or from loss or damage to any property, including property owned or in the care, custody or control of County, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by the Contractor or its agents, representatives and employees, any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section will survive any termination of this Agreement or completion of Contractor’s performance under this Agreement.

7. **Independent Contractor**
The parties agree that Contractor is an independent contractor. Contractor and its employees will in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of County for any purpose, and will not be entitled to any fringe benefits of County, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay. Contractor will be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required workers’ compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify County against such liability.

8. **Subcontracting**
Contractor will provide all services covered by this Agreement and will not subcontract, assign or delegate any of these services without written authorization from County.

Contractor will provide all services covered by this Agreement and will not subcontract, assign or delegate any of the services without written authorization from County unless the intent to use subcontractors is clearly stated in the Contractor’s Proposal with details provided on the names of the agencies and portion of work to be subcontracted.

Contractor assumes all risk, liability and supervisory responsibility for the actions and / or inactions and performance of all subcontractors used by Contractor in providing services under this Contract. In choosing to use subcontractors, Contractor will ensure that all subcontractors comply with, and perform services in manner consistent with, all the terms and conditions set forth in this Contract. Contractor will also verify that subcontractors have insurance coverage that matches or exceeds the coverage detailed in Section 5 and make certain that subcontractors do not operate outside the required scope of work.
Contract is solely between County and Contractor and County will have no relationships or obligations to any subcontractors used by Contractor in performing work under this Contract.

9. **County Employees**
Contractor will not hire any County employee to perform any of the services covered by this Agreement without written authorization from County.

10. **Default**
In the event of default by Contractor, County may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

11. **Endorsement Prohibition**
Contractor shall not use in any form or medium the name of County, or supportive documentation or photographs of County projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by County.

12. **Compliance with Laws**
Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to OSHA/MIOSHA requirements, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. Contractor agrees to protect, defend and indemnify County against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

13. **Nondiscrimination**
Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

14. **Confidentiality**
Contractor acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by County, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of County.

15. **Contractor Personnel**
Contractor employees may be subject to an approved criminal background check prior to entering County property to perform work under this Contract. Employees of Contractor must wear apparel or other means of identification while performing services under this Contract.

16. **Amendment**
This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by both parties.
17. **Binding Effect**  
This Agreement shall be binding upon and inure to the benefit of Contractor and County and their respective legal representatives, successors and authorized assigns.

18. **Waiver**  
No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

19. **Counterparts**  
This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. **Severability**  
If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

21. **Section Titles**  
Section Titles set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any provisions of this Agreement.

22. **Choice of Law and Forum**  
This Agreement is governed by and interpreted according to the laws of the State of Michigan. The parties agree that the proper forum and venue for litigation arising out of this Agreement is in Allegan County, Michigan.

23. **Royalties and Patents**  
Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save County and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by Contractor and/or Contractor’s subcontractors and agents.

24. **Debarment or Suspension Status**  
In signing this Agreement, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.
25. **Conflicts of Interest**
In signing this Agreement, Contractor certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Contractor will immediately inform County regarding same.

26. **Anti-Collusion Statement**
In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of County are permitted either with, prior to, or after any delivery of product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Contractor from future bidding opportunities.

27. **Entire Agreement**
This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

1. This Fitness Center Equipment Replacement Services Agreement
2. Contract and Scope of Work Clarifications
3. Attachment A – County’s Scope of Work issued with RFP on 05/22/2017
4. Attachment B – Cost Proposal Form completed and submitted with Contractor’s Proposal
5. Attachment C – Contractor’s Proposal received and opened by County on 06/14/2017

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

**CONTRACTOR:**

Sign: ____________________________  Name: ____________________________  Title: ____________________________  Date: ____________________________

**COUNTY:**

Sign: ____________________________  Name: Robert J. Sarro  Title: Allegan County Administrator  Date: ____________________________
**Agreement and Scope of Work Clarifications**

Contractor questions and the County’s responses posted during the open bidding process as RFP Clarifications will be included here wherein they modify or clarify the terms of this Agreement or the scope of work outlined in the RFP.

Final decisions on quantities and any limits to the scope of work shall also be noted here once project costs have been evaluated by the County.

The County will discuss and negotiate any additional modifications or clarifications made after the proposal due date with the Contractor prior to incorporating them into this Agreement.
Attachment A – Scope of Work

1. INTRODUCTION

Contractor shall:

1.1 Procure for, or lease to the County, as agreed, new commercially durable fitness equipment that has the required specifications, features, quality and quantity.

1.2 Deliver and install new fitness equipment at the Allegan County Fitness Center located at 3255 122nd Avenue, Allegan, MI 49010.

1.3 Remove existing fitness equipment from the site except for any designated equipment to be retained by the County.

1.4 Provide maintenance for the fitness equipment under a maintenance agreement or based on time and materials as agreed to.

2. FITNESS EQUIPMENT SPECIFICATIONS

2.1 All equipment shall be new and from brands and models still in active production by the manufacturer to ensure availability of maintenance parts. Equipment models that are discontinued or have been noticed for discontinuation shall not be accepted even if the equipment itself is new.

2.2 Wherever a brand and model is specified, it is for the sole purpose of establishing and communicating a desired equipment grade and feature set.

2.3 The fitness equipment specified below is to be procured by the Contractor.

2.4 Four (4) Treadmills (Cybex 525T or equivalent)
   2.4.1 Running area at least 60” long by 20” wide
   2.4.2 Running Speed: minimum range of 0.5 – 12.4 mph
   2.4.3 Elevation Range: minimum of 0% - 15%
   2.4.4 Standard safety features
   2.4.5 Programmed workout routines including manual, weight loss, and cardio

2.5 One (1) Rower (Concept 2 Model D or equivalent)

2.6 One (1) Recumbent Cycle (Cybex 525R or equivalent)

2.7 Three (3) Total Body Arc Trainers (Cybex 525AT or equivalent)

2.8 One (1) Multi-Gym (Hoist – H2200 2 Stack Multi-Gym or equivalent)

2.9 One (1) Flat Incline-Decline Bench (XMark 11-Gauge FID or equivalent)

2.10 One (1) 100 lb. Heavy Bag (Everlast or equivalent)

2.11 Two (2) Battle / Fitness Training Ropes - 2 in. diameter x 50 ft.

2.12 Set of Solid Cast Iron Hex Dumbbell Pairs - 5, 10, 15, 20, 25 and 30 lbs. weights.
3. **REMOVAL OF EXISTING EQUIPMENT**

3.1 The County shall remove and store the following existing fitness equipment which it intends to retain and reuse prior to the Contractor’s arrival:

3.1.1 Benches (all four)
3.1.2 Dumbbells
3.1.3 Kettles
3.1.4 Roman Chair (PPF 720 chid/dip/leg)
3.1.5 Treadmill #3 (Cybex CS500)
3.1.6 Floor Mat Panels

The County will reinstall the floor mat panels, benches, dumbbells, kettles and Roman chair at the locations designated for this equipment in the new layout of the Fitness Center after the Contractor has completed their work. The treadmill will be relocated by the County for use at another facility.

3.2 Contractor shall arrive on scheduled day to remove all existing fitness equipment from the Fitness Center, disassembling equipment if necessary for removal.

3.3 During removal, existing fitness equipment may be temporarily stored in the adjacent hallway, terrace level foyer or alternate location where such storage does not obstruct passage, pose a risk to safety or impede other County operations at the sole discretion and prior approval of Facilities Management.

3.4 All fitness equipment is to be removed from County Property by the Contractor.

3.5 The Fitness Room should be left completely empty to allow County to arrange for carpet cleaning and possible painting by a third party.

4. **DELIVERY AND INSTALLATION OF NEW EQUIPMENT**

4.1 Contractor shall arrange for the delivery of new fitness equipment per schedule with delivery timed to allow paint and carpets sufficient time to dry.

4.2 New fitness equipment is to be delivered to the Allegan County Fitness Center located on the terrace floor of the Human Services Building at 3255 122nd Ave, Allegan, MI 49010.

4.3 This building has a standard loading dock on the same floor as, and approximately 50 feet down a corridor from, the Fitness Center.

4.4 Contractor must be present to take delivery of the new fitness equipment on the day of delivery, sign for it and move it into the Fitness Center as there is very limited storage adjacent to the loading dock and the County has minimal resources to assist with unloading the shipment. The County will not take delivery, sign for, or accept title to the equipment until it has been installed by the Contractor and demonstrated to be functional.

4.5 During installation, new fitness equipment may be temporarily stored in the adjacent hallway, terrace level foyer or alternate location where such storage does not obstruct passage, pose a risk to safety or impede other County operations at the sole discretion and prior approval of Facilities Management.
4.6 Contractor shall un-package, install, set-up and program all new equipment according to the agreed upon layout shown on a Fitness Center Floorplan approved by the County Facilities Management Director. Exception – Flat Incline-Decline Bench, Heavy Bag, Battle Ropes and Dumbbell Set should be set aside for transportation and installation by County at the Sheriff’s Office.

4.7 Contractor shall test all newly installed exercise equipment to ensure it is fully functional.

4.8 Contractor shall remove all packaging material and debris from the Fitness Center and County property and leave Fitness Center ready for use.

5. **SCHEDULING**

5.1 As installation will require closing the Fitness Center, schedule will be subject to approval by the County and must be arranged at least ten (10) business days in advance to allow for proper notification to Fitness Center users.

5.2 All activities are to be coordinated through:

    Shawn Stenberg
    Facilities Management Director
    (269) 673-0220
    sstenberg@allegancounty.org

5.3 County expects this project to be completed within ninety (60) days of award. Award is anticipated by July 5th, 2017.

5.4 Unless otherwise agreed to in writing, the following schedule shall be used to minimize days that the Fitness Center is closed:

<table>
<thead>
<tr>
<th>Day</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday</td>
<td>Remove existing fitness equipment</td>
</tr>
<tr>
<td>Wednesday and Thursday</td>
<td>Painting</td>
</tr>
<tr>
<td>Friday</td>
<td>Carpet cleaning by third party</td>
</tr>
<tr>
<td>Saturday and Sunday</td>
<td>Allow carpet to dry over the weekend</td>
</tr>
<tr>
<td>Monday</td>
<td>Deliver new equipment and begin weekend</td>
</tr>
<tr>
<td>Tuesday</td>
<td>Complete new equipment installation</td>
</tr>
<tr>
<td>Wednesday</td>
<td>Re-open Fitness Center</td>
</tr>
</tbody>
</table>

6. **TRAINING**

6.1 Contractor may be required to provide on-site training to Fitness Center users on the basic functionality of the new fitness equipment. The number of training sessions to be provided shall be specified in the final Agreement based on the cost per training session provided by the Contractor in their proposal.
7. **EQUIPMENT MAINTENANCE SERVICES**

7.1 If County elects to purchase equipment, Contractor shall provide routine maintenance services per manufacturer’s specifications for a minimum of five (5) years and shall provide repair services as needed on a time and materials basis.

7.2 If the County elects to lease the equipment, then maintenance, repair and replacement shall be the responsibility of the Contractor and costs shall be included in the lease.
Attachment B – Cost Proposal Form

8. **BIDDING ON PRODUCTS, EQUIPMENT AND SERVICES**

Considering the scope of work outlined in Attachment A, itemize all costs associated with this bid in the format below and submit with your firm’s proposal taking the following into consideration:

8.1 **Signature**

The Cost Proposal Form must be typed into or filled out with pen and ink and signed in longhand, in ink, by a principal authorized to make contracts.

8.2 **Taxes**

County is exempt from Federal Excise Tax and Michigan Sales Tax and same shall not be charged to County or included in the cost proposal or included on any invoices.

8.3 **Quantities**

The quantities or usage requested are estimated only unless otherwise stated. No guarantee or warranty is given or implied by County as to the total amount that may be or may not be purchased through any resulting contracts. These quantities are for Contractor’s information only and will be used for bid tabulation and cost comparison. County reserves the right to increase or decrease quantities until contract is finalized.

8.4 **Variances**

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices quoted elsewhere in Contractor’s proposal, the prices quoted on this Cost Proposal Form shall prevail.

8.5 **Quality**

All materials used for the manufacture or construction of any item(s) covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade of workmanship, unless the option to include supplemental proposals for pre-owned, or demonstrator equipment or materials has been specified by County.

8.6 **Service and Parts**

Contractors must be prepared to submit evidence to County, in addition to that required in the attached specifications that qualified personnel and adequate parts inventory are available to maintain all bid equipment in effective operation.

8.7 **Delivery Provisions**

Pricing is based upon the delivery terms of Free on Board, 3255 122nd Ave., Allegan, Michigan. County shall not accept title to the purchased goods until the item(s) have been installed and are functioning properly.

8.8 **Invoices**
All invoices must reference project #16005-17, itemize the products provided and describe the services rendered. Labor costs must be listed separate from equipment costs. Invoices should be sent to:

Accounts Payable
Allegan County Facilities Management
3283 122nd Avenue
Allegan, MI 49010

8.9 **General Notes on Cost Tables**

8.9.1 All pricing should reflect the manufacturer’s standard material and color selections for upholstery and frames.

8.9.2 Where equipment typically comes with a display monitor to provide dashboard feedback to the user while exercising, costs shall reflect the lowest cost monitor display option available for that model.

8.9.3 All Contractors must fill out the Cost Tables in Section 8.9. In addition, Contractors must fill out either the Cost Tables is Section 8.10 if submitting a proposal for a purchase option or the Cost Tables in Section 8.11 if submitting a proposal for a lease option. Contractors may include pricing for both options.

8.10 **Cost Tables – Complete for Purchase and Lease Options**

**TABLE A: Removal and Installation Costs**

<table>
<thead>
<tr>
<th>Item</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor to remove existing fitness equipment</td>
<td>$</td>
</tr>
<tr>
<td>Labor to install new fitness equipment</td>
<td>$</td>
</tr>
<tr>
<td>Shipping and handling costs (removal of old equipment and delivery of new equipment)</td>
<td>$</td>
</tr>
<tr>
<td>Other Costs (if any - specify):</td>
<td>$</td>
</tr>
<tr>
<td>Discounts (if any - specify):</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL (not to exceed)</strong></td>
<td>$</td>
</tr>
</tbody>
</table>
**TABLE B: Training Costs**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost per Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekday Daytime Training Class:</td>
<td>$</td>
</tr>
<tr>
<td>To be scheduled between the hours of ______ and _______;</td>
<td></td>
</tr>
<tr>
<td>Training class duration: ________________</td>
<td></td>
</tr>
<tr>
<td>Manageable number of participants ________</td>
<td></td>
</tr>
<tr>
<td>Weekday Evening Training Class</td>
<td>$</td>
</tr>
<tr>
<td>To be scheduled between the hours of ______ and _______;</td>
<td></td>
</tr>
<tr>
<td>Training class duration: ________________</td>
<td></td>
</tr>
<tr>
<td>Manageable number of participants ________</td>
<td></td>
</tr>
</tbody>
</table>

**TABLE C: Existing Equipment Trade-In / Buy-Back Value**

<table>
<thead>
<tr>
<th>Item</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>True 850 Treadmill #1</td>
<td>$</td>
</tr>
<tr>
<td>True 850 Treadmill #2</td>
<td>$</td>
</tr>
<tr>
<td>Cybex 600A Arc Trainer #1</td>
<td>$</td>
</tr>
<tr>
<td>Cybex 600A Arc Trainer #2</td>
<td>$</td>
</tr>
<tr>
<td>Cybex 600A Arc Trainer #3</td>
<td>$</td>
</tr>
<tr>
<td>Cybex 800S Stepper</td>
<td>$</td>
</tr>
<tr>
<td>Cybex 500R Recumbent Bike</td>
<td>$</td>
</tr>
<tr>
<td>Cybex 500C upright Bike</td>
<td>$</td>
</tr>
<tr>
<td>Cybex Multi Gym w/ leg extension</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$</td>
</tr>
</tbody>
</table>
8.11 **Cost Tables for Purchase Option**

8.11.1 Contractors may provide two sets of pricing for the purchased equipment option. The first set of pricing (Table D) should be for the lowest grade of commercial equipment available in a selected brand that meets the required specifications and features. The second set of pricing (Table E) should be for the next highest grade of equipment from the same brand where multiple commercial grades exist. If only one grade of commercial equipment exists in a given brand, use the same model and cost in Table D and E.

**TABLE D: Purchase Lowest Grade of Equipment Designed for use in a Commercial Facility**

<table>
<thead>
<tr>
<th>Item</th>
<th>Brand and Model</th>
<th>Qty.</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treadmill</td>
<td></td>
<td>4</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Rower</td>
<td></td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Recumbent Cycle</td>
<td></td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Arc Trainer (Total Body)</td>
<td></td>
<td>3</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Multi-Gym</td>
<td></td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Flat Incline / Decline Bench</td>
<td></td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Heavy Bag 100 lbs.</td>
<td></td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Dumbbells 5, 10, 15, 20, 25, 30 lbs. pairs</td>
<td>Set</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Battle Ropes 2 in. x 50 ft.</td>
<td></td>
<td>2</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>
### TABLE E: Purchase of Next Highest Grade of Equipment Designed for use in a Commercial Facility

<table>
<thead>
<tr>
<th>Item</th>
<th>Brand and Model</th>
<th>Qty.</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treadmill</td>
<td></td>
<td>4</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Rower</td>
<td></td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Recumbent Cycle</td>
<td></td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Arc Trainer (Total Body)</td>
<td></td>
<td>3</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Multi-Gym</td>
<td></td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Flat Incline / Decline Bench</td>
<td></td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Heavy Bag 100 lbs.</td>
<td></td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Dumbbells 5, 10, 15, 20, 25, 30 lbs. pairs</td>
<td></td>
<td>Set</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Battle Ropes 2 in. x 50 ft.</td>
<td></td>
<td>2</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>
**TABLE F: Annual Preventative Maintenance Costs for Purchased Equipment**

<table>
<thead>
<tr>
<th>Item – inclusive of all labor, travel, routine replacement parts and consumables.</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Year 1</td>
<td>$</td>
</tr>
<tr>
<td>Contract Year 2</td>
<td>$</td>
</tr>
<tr>
<td>Contract Year 3</td>
<td>$</td>
</tr>
<tr>
<td>Contract Year 4</td>
<td>$</td>
</tr>
<tr>
<td>Contract Year 5</td>
<td>$</td>
</tr>
</tbody>
</table>

**TABLE G: Time and Materials Costs for Service and Repairs on Purchased Equipment**

<table>
<thead>
<tr>
<th>All service calls are to be handled during regular business hours (Monday – Friday 8-5).</th>
<th>Service Call Flat rate*</th>
<th>Hourly Labor Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Year 1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Contract Year 2</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Contract Year 3</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Contract Year 4</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Contract Year 5</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Parts mark-up not to exceed</td>
<td>N/A</td>
<td>Cost + ____ %</td>
</tr>
</tbody>
</table>

*To include travel time and mileage

**TABLE H: Mark-up on Purchase of Additional Equipment during Term of Agreement**

<table>
<thead>
<tr>
<th>Equipment mark-up not to exceed:</th>
<th>Cost + ____ %</th>
</tr>
</thead>
</table>
8.12 **Cost Tables for Lease Option**

8.12.1 Contractors must provide costs for a five (5) year lease option. Costs for alternate lease terms may be provided for consideration as a separate attachment.

8.12.2 Lease pricing must include all equipment preventative maintenance, service and repair up to, and including, replacement if equipment cannot be repaired.

**TABLE I: Annual Fitness Equipment Leasing Cost**

<table>
<thead>
<tr>
<th>Costs per piece of Equipment</th>
<th>Treadmill</th>
<th>Rower</th>
<th>Recumbent Cycle</th>
<th>Total Body Arc Trainer</th>
<th>Multi-Gym</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Year 2</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Year 3</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Year 4</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Year 5</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**TABLE J: One-time Purchase of Non-leased Equipment**

<table>
<thead>
<tr>
<th>Item</th>
<th>Brand and Model</th>
<th>Qty.</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flat Incline / Decline Bench</td>
<td></td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Heavy Bag 100 lbs.</td>
<td></td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Dumbbells 5, 10, 15, 20, 25, 30 lbs. pairs</td>
<td></td>
<td>Set</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Battle Ropes 2 in. x 50 ft.</td>
<td></td>
<td>2</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
RFP Supplement A – Instructions to Contractors

9. **HOW TO PARTICIPATE IN THE CONTRACTING PROCESS**

Contractors interested in responding to this RFP must follow the bidding process outlined below. County will not reimburse responding firms for any expenses incurred in preparing and submitting proposals in response to this request. Copies of this RFP in Microsoft Word format are available upon request. All deadlines are Eastern Standard Time.

9.1 **Proposal and Contract Examination**

Before submitting a proposal, contractors should carefully examine the entire RFP packet. By the submission of a proposal, Contractor will be understood to have read and be fully informed as to the contents of this RFP packet and accepting of the terms and condition herein, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between County and Contractor.

9.2 **Optional Pre-Bid Meeting – at 10:00 a.m. on June 1, 2017.**

Interested contractors may attend and optional pre-bid meeting to visit the facility and evaluate existing equipment, meeting with the following person (or alternate) at the following location:

Amy Doeden  
Wellness Coordinator  
Main Floor Entryway  
Allegan County Human Services Building  
3255 122nd Ave  
Allegan, MI 49010

9.3 **Contractor Inquiries – due by 3:00 p.m. on June 1, 2017.**

Should Contractor find any discrepancies, omissions, ambiguities, or conflicts within the RFP packet, be in doubt about their meaning, or have any questions about the RFP process, they should bring such questions in writing to the attention of:

Denise Stan – Project Management Specialist  
Allegan County – County Services Building  
3283 122nd Ave  
Allegan, MI 49010  
dstan@allegancounty.org

9.4 **County Response – posted by 5:00 p.m. on June 5, 2017.**

The County will compile and review all questions received from contractors and post responses to the County website as an RFP Clarification. Clarifications modifying the Agreement or Scope of Work will be incorporated into the final Agreement. County will not be responsible for any oral instructions.
9.5 **Bid Submission – due by 3:00 p.m. on June 14, 2017.**

Bids shall be submitted in a sealed envelope, mailed or delivered to:

Denise Stan – Project Management Specialist  
Allegan County – County Services Building  
3283 122nd Ave  
Allegan, MI 49010

The outside of the envelope will show the Contractor’s company name as a return address (for identification purposes during bid opening) and will be plainly marked with the words **RFP #16005 – Fitness Center Equipment Replacement Services.** It is the sole responsibility of Contractor to ensure that the proposal reaches County by the specified deadline.

9.6 **Bid Opening – at 4:00 p.m. on June 14, 2017.**

All bids received will be publicly opened at the Allegan County Services Building 3283 122nd Ave. Contractors may be present, but attendance is optional as only the names of the contractors submitting proposals will be announced and taken into record. Proposals will not be reviewed or evaluated at this Bid Opening. County will not release any dollar amounts until all proposals have been evaluated, scored and a contract has been awarded.

10. **PROPOSAL EVALUATION AND CONTRACT AWARD**

In evaluating and awarding contracts, County follows the process outlined below.

10.1 **Proposal Evaluation**

Proposals will be evaluated and scored by an evaluation team using the criteria specified in RFP Supplement C – Proposal Evaluation Criteria. Compiled scores from all eligible bids will form the basis for recommending a contract award.

10.2 **Product Samples**

To assist in product evaluation, samples may be requested if brand is unfamiliar to County or other than specified in the Scope of Work. Such samples are to be furnished after the date of bid opening only upon request of County unless otherwise stated in the bid requirements.

10.3 **Supplemental Information**

During the evaluation process, County reserves the right to request additional information or clarifications from Contractor, or to allow corrections of errors or omissions.

10.4 **Contractor Presentations, Product Demonstrations and Interviews**

At the discretion of County, as part of the evaluation process, Contractor submitting proposal may be requested to make a presentation, conduct a product demonstration and/or be interviewed in person or remotely. Should this become necessary, County will contact Contractor and expects them to be available at a location determined by
County within two (2) weeks of notification. Contractor shall not receive payment from County for costs that may be incurred through this step in the evaluation process.

10.5 **Contract Finalization**

Should any material changes to the Agreement, Scope of Work or Contractor’s Proposal need to be clarified or negotiated, a revised Contract may be drafted and sent to Contractor for signature.

10.6 **Contract Award**

Once finalized, the contract will be processed for final approval and award by the necessary County authority. Upon award, Contractor will be contacted to plan and schedule work.

Notification of award will be posted to County’s website along with a tabulation of all bids received. Notification letters will also be sent to each contractor that submitted a proposal.

10.7 **Rejection of Bids**

County reserves the right to reject any and all bids or to accept the bid or any part thereof which it determines to best serve the needs of County and to waive any informalities or irregularities in the bids. While cost is a factor in any contract award, it is not the only factor and may not be the determining factor.

11. **WITHDRAWAL OF BIDS**

A written request for the withdrawal of a bid or any part thereof will be granted if the request is received by the Project Management Specialist prior to the specified time of opening. Formal bids, amendments thereto, or requests for withdrawal of bids received by the Project Management Specialist after time specified for bid opening will not be considered.

12. **SIGNATURES**

Any erasures or corrections to this RFP packet must be initialed in ink by Contractor. The Agreement and Cost Proposal Form shall be signed in longhand, in ink, by the principal authorized to make contracts.

13. **FREEDOM OF INFORMATION ACT**

Contractors should be aware that information submitted with a proposal is subject to the Michigan Freedom of Information Act and may not be held in confidence after the proposals are opened. All proposals shall be available for review after County staff has evaluated them and a decision has been reached on whether or not to award a contract.

14. **FURTHER INFORMATION AND CLARIFICATION**

Should prospective contractors require further information or clarification, contact County’s Project Management Specialist at dstan@allegancounty.org. Copies of this RFP packet are available in Microsoft Word format upon request.
RFP Supplement C – Proposal Requirements

15. PROPOSAL REQUIREMENTS

15.1 General Considerations
Before submitting a proposal, Contractor should carefully examine the entire RFP Packet and have a full understanding of the contents needed for a proposal. Submission of a response constitutes Contractor’s understanding of the contents of this RFP.

15.2 Contract Acknowledgement
In order for Contractor’s proposal to be considered, Contractor must check one of the four boxes on the Contractor’s Acceptance of County Agreement Form at the beginning of this RFP Packet and follow through with the appropriate action. Failure to do this may result in disqualification of the proposal.

15.3 Proposal Organization and Length:
The bid / proposal and all supporting documentation is not to exceed 20 pages double-sided, or 40 single-sided pages. This requirement will ensure County receives only the most relevant information necessary to select a contractor.

In responding to proposal content requested in Section 17 below, please reference the number and the question before each response and respond in sequence of the questions asked.

15.4 Number of Copies:
Contractor is asked to submit:
- One (1) complete proposal master document in paper hard copy format (so marked);
- One (1) complete proposal copy in paper hard copy format (so marked); and
- One (1) complete proposal copy in digital PDF format. Electronic copies of the proposal may be emailed to dstan@allegancounty.org before the submission deadline or included on a CD or thumb drive with Contractor’s proposal.

16. PROPOSAL CONTENT

16.1 Signed Letter
A signed letter stating the contractor understands County’s needs as outlined in Attachment A – Scope of Work and is committed to performing the requested services.

16.2 Company Information:
16.2.1 The legal name under which Contractor carries out business, the year the company was established and the approximate size of the company in terms of total employees and annual revenues.
16.2.2 The location of the office from which work described here will be managed and the year that office was established if other than above.

16.2.3 Contact information (name, title, telephone number and email) for Contractor representative submitting proposal.

16.2.4 Indicate whether any disciplinary action has been taken or is pending against Contractor by state regulatory bodies, professional organizations, or through legal action in the past five (5) years. If no, so state. If yes, detail the circumstances and current status of such action.

16.3 Company Experience:

16.3.1 List three (3) commercial clients in southwest Michigan for whom your firm has installed equipment. Name the firm, agency or organization for whom the work was performed, briefly describe the scope of work and provide the name and telephone number or email of the individual who may be contacted as a reference.

16.3.2 List three (3) commercial clients in southwest Michigan for whom your firm provides maintenance and repair services on purchased or leased equipment. Name the firm, agency or organization for whom the work was performed, briefly describe the scope of work and provide the name and telephone number or email of the individual who may be contacted as a reference.

16.4 Equipment Layout:

16.4.1 Include a proposed equipment layout (to scale) showing proposed locations of new equipment to create functional, aesthetic floor plan that allows for proper usage of equipment and efficient traffic flow.

16.4.2 Photos of the current Fitness Center are included in RFP Supplement D – Current Fitness Center Photos. Current layout to scale is included in RFP Supplement E – Current Fitness Center Layout.

16.4.3 Specific pieces of fitness equipment currently exist and will remain in the Fitness Center and these pieces (four benches, Roman chair, dumbbells and kettle bell racks, and floor mat) should be included in the space usage and floor plan recommendations. The existing equipment may be re-arranged in the proposed layout to optimize usage and flow.

16.4.4 Proposed layout must take into consideration available wall and floor power outlets. Use of uninterrupted power supply outlets should be avoided, but these may be converted by the County to regular power if necessary.

16.4.5 Equipment should not block any doors which are needed for emergency exit.

16.4.6 Proposed layout should also take into consideration and accommodate ADA accessibility needs wherever possible (example – ensure wheelchair access to equipment that can be used by individuals in wheelchairs).
16.5 **Equipment:**

16.5.1 Describe any variances from the equipment requested.

16.5.2 Include in your firm’s proposal, complete equipment descriptions, specifications, and brochures or a link to a produce website that fully describes each piece of equipment proposed. The County may request a product demonstration or trial period.

16.5.3 If multiple grades of equipment are available and proposed, include a side by side comparison of features between grades.

16.5.4 Describe the standard equipment warranty available on the equipment being proposed including any limitations or exclusions.

16.5.5 The County desires to monitor usage of fitness equipment for planning purposes. Specify per equipment brand and model whether usage statistics are obtainable, what data is available and how it is obtained.

16.6 **Scope of Work:**

16.6.1 Assuming an award date of July 5, 2017, confirm your firm’s ability to complete the work within two (2) months by September 5, 2017.

16.6.2 Does your firm intend to use any subcontractors on this project for either installation or maintenance? If yes, describe the work to be performed.

16.6.3 Describe the standard labor warranty on the equipment being proposed including any limitations or exclusions.

16.6.4 Note any proposed variances from the County’s scope of work.

16.7 **Maintenance and Repair:**

16.7.1 Describe your firm’s standard preventative maintenance plan including frequency and a list of tasks performed.

16.7.2 Describe how the County would report an equipment issue and how it would be resolved. Provide timeframes for issue acknowledgement and on-site response.

16.7.3 Describe location from which a maintenance and service technician would be dispatched, and how many technicians operate out of that facility.

16.7.4 State the approximate number of preventative maintenance clients your firm has in southwest Michigan.

16.7.5 State the name and the location of the parts supplier your firm uses and the average wait time for receiving ordered replacement parts.

16.8 **Lease Option:**

16.8.1 If your firm is submitting a proposal for a lease option, describe what options would be available to the County at the conclusion of the lease term.

16.8.2 Include a sample of your firm’s standard lease agreement that includes all terms and conditions for review by the County.
16.9 **Costs:**

16.9.1 Complete the appropriate Cost Tables in Attachment B depending on whether your firm is submitting a proposal for a purchase option, a lease option of both options.

16.9.2 Purchase Option – Cost Tables A, B, C, D, E, F, G, H

16.9.3 Lease Option – Cost Tables A, B, C, I, J

16.9.4 Contractor may attach more detailed pricing information and additional items and costs for consideration.

16.10 **Attachments:**

16.10.1 Equal Opportunity Employer Statement

16.10.2 W-9 Form if you haven’t received payment from the County for any other services in the last year so you can be registered as a County vendor.
RFP Supplement C – Proposal Evaluation Criteria

County will review and evaluate Contractor’s proposal in accordance with the requirements of this RFP and score it using the matrix below. The decisions and opinions of the evaluation committee regarding proposal reviews are final and cannot be appealed.

References may be checked to verify accuracy and results from reference interviews or questionnaire responses may be scored and added to the evaluation at County’s discretion.

Contractor may be requested to make additional written submissions or presentations to County, the results of which may be added to the evaluation.

Proposals will be scored relative to other proposals using the following rating scale:

<table>
<thead>
<tr>
<th>Score</th>
<th>Per Major Concern</th>
<th>Per Minor Concern</th>
<th>Initial Default Score</th>
<th>Per Minor Benefit / Plus</th>
<th>Per Major Benefit / Plus</th>
<th>Max. Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>-3</td>
<td>-1</td>
<td>5</td>
<td>+1</td>
<td>+3</td>
<td>10</td>
</tr>
</tbody>
</table>

A - Submission (failure to meet these requirements may be cause for bid rejection)

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Score</th>
<th>Weight</th>
<th>Points</th>
<th>Max. Points</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid proposal received on time</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Correct number of copies received</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signed Letter of Commitment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any legal action within the past 5 years</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equal Opportunity Employer Statement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W-9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Agreement Acknowledged</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B - Scope of Work (Attachment A)

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Score (0-10)</th>
<th>Weight</th>
<th>Points</th>
<th>Max. Points</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.1</td>
<td>Proposal Quality and Completeness</td>
<td></td>
<td>x 1 =</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.2</td>
<td>Company Information</td>
<td></td>
<td>x 2 =</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.3</td>
<td>Company Experience</td>
<td></td>
<td>x 3 =</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.4</td>
<td>Equipment Layout</td>
<td></td>
<td>x 2 =</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.5</td>
<td>Equipment</td>
<td></td>
<td>x 4 =</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.6</td>
<td>Scope of Work</td>
<td></td>
<td>x 2 =</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.7</td>
<td>Maintenance and Repair</td>
<td></td>
<td>x 2 =</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>160</td>
<td>25%</td>
<td></td>
</tr>
</tbody>
</table>

C - Cost Proposal (Attachment B)

<table>
<thead>
<tr>
<th>Total purchase, installation, maintenance and support costs.</th>
<th>480</th>
<th>75%</th>
</tr>
</thead>
</table>

GRAND TOTAL

<table>
<thead>
<tr>
<th>Total Points</th>
<th>640</th>
<th>100%</th>
</tr>
</thead>
</table>
RFP Supplement D – Current Fitness Center Photos

Center of Room Looking East

Center of Room Looking West

Arc Trainers along East Wall

Treadmills along North Wall

Bikes / Stair Stepper – Middle of Room

Multi-Gym in Southwest Corner